

GREGG M. FICKS (State Bar No. 148093)  
COBLENTZ PATCH DUFFY & BASS LLP  
One Montgomery Street, Suite 3000  
San Francisco, California 94104-5500  
Telephone: 415.391.4800  
Facsimile: 415.989.1663  
Email: ef-gmf@cpdb.com

*Special Counsel to Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**  
**PG&E CORPORATION,**  
**-and-**  
**PACIFIC GAS & ELECTRIC COMPANY,**  
**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in Lead Case No.  
19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**SUMMARY SHEET TO THIRD INTERIM  
AND FINAL FEE APPLICATION OF  
COBLENTZ PATCH DUFFY & BASS LLP  
FOR ALLOWANCE AND PAYMENT OF  
COMPENSATION AND  
REIMBURSEMENT OF EXPENSES  
(FEBRUARY 1, 2020 THROUGH JULY 1,  
2020; JANUARY 29, 2019 THROUGH  
JULY 1, 2020)**

Date: TBD

Time: TBD

Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

Judge: Hon. Dennis Montali

**Objection Deadline:** September 21, 2020 at  
4:00 p.m. (Pacific Time)

**GENERAL INFORMATION**

Name of Applicant: Coblentz Patch Duffy & Bass LLP (“**Coblentz**” or the “**Firm**”)

Authorized to Provide Professional Services to: Special Counsel to Debtors and Debtors in Possession

Petition Date: January 29, 2019

Retention Date: July 11, 2019 *nunc pro tunc* to January 29, 2019

Prior Applications: Coblentz’s First Interim Fee Application filed November 14, 2019 [Dkt. No. 4754]

Coblentz’s Second Interim Fee Application filed March 16, 2020 [Dkt. No. 6306]

Time Period Covered by Third Interim Fee Application: February 1, 2020 – July 1, 2020 (collectively, the “**Third Interim Fee Period**” or “**Interim Fee Period**”)

Time Period Covered by Final Fee Application: January 29, 2019 – July 1, 2020 (the “**Final Fee Period**”)

**SUMMARY OF FEES AND EXPENSES SOUGHT IN THIRD INTERIM FEE APPLICATION**

Amount of Compensation Sought as Actual, Reasonable, and Necessary: **\$1,022,895.38**

Amount of Expense Reimbursement Sought as Actual, Reasonable, and Necessary: **\$14,405.72**

Total Compensation and Expenses Requested for the Compensation Period: **\$1,037,301.10**

**SUMMARY OF FEES AND EXPENSES SOUGHT IN FINAL FEE APPLICATION**

Amount of Compensation Sought as Actual, Reasonable, and Necessary: **\$2,797,605.27**

Amount of Expense Reimbursement Sought as Actual, Reasonable, and Necessary: **\$43,093.82**

Total Compensation and Expenses Requested for the Compensation Period: **\$2,840,699.09<sup>1</sup>**

<sup>1</sup> Subject to voluntary reduction in the sum of \$52,500.00 as described in, and to the extent provided in, Section I.C. of the Third Interim and Final Fee Application, *infra*, at page 5, lines 15 through 27.

## SUMMARY OF PRIOR MONTHLY FEE STATEMENTS

Date Filed	Period Covered	Requested Fees	Requested Expenses	Paid Fees	Paid Expenses	Holdback Fees Requested
08/23/19 [Dkt. No. 3679]	1/29/19 – 2/28/19	\$80,809.70	\$974.15	\$64,647.76	\$974.15	\$16,161.94
08/28/19 [Dkt. No. 3741]	3/1/19 – 3/31/19	\$124,443.40	\$1,180.37	\$99,554.72	\$1,180.37	\$24,888.68
08/28/19 [Dkt. No. 3742]	4/1/19 – 4/30/19	\$162,499.20	\$163.09	\$129,999.36	\$163.09	\$32,499.84
08/30/19 [Dkt. No. 3763]	5/1/19 – 5/31/19	\$178,126.20	\$7,208.81	\$142,500.96	\$7,208.81	\$35,625.24
08/30/19 [Dkt. No. 3765]	6/1/19 – 6/30/19	\$148,515.80	\$1,256.60	\$118,812.64	\$1,256.60	\$29,703.16
08/30/19 [Dkt. No. 3771]	7/1/19 – 7/31/19	\$93,200.68	\$0.00	\$74,560.54	\$0.00	\$18,640.14
09/30/19 [Dkt. No. 4038]	8/1/19 – 8/31/19	\$124,991.08	\$1,546.10	\$99,992.86	\$1,546.10	\$24,998.22
10/31/19 [Dkt. No. 4528]	9/1/19 – 9/30/19	\$113,228.46	\$5,266.00	\$90,582.77	\$5,266.00	\$22,645.69
<b>First Interim Fee Application [Dkt. No. 4754]</b>		<b>\$1,025,814.52</b>	<b>\$17,595.12</b>	<b>\$820,651.61</b>	<b>\$17,595.12</b>	<b>\$205,162.91</b>
12/02/2019 [Dkt. No. 4935]	10/1/19 – 10/31/19	\$203,435.19	\$2,451.45	\$162,748.15	\$2,451.45	\$40,687.04
12/31/19 [Dkt. No. 5227]	11/1/19 – 11/30/19	\$201,068.68	\$3,854.63	\$160,854.94	\$3,854.63	\$40,213.74
1/31/2020 [Dkt. No. 5573]	12/1/19 – 12/31/19	\$142,549.20	\$1,525.20	\$114,039.36	\$1,525.02	\$28,509.84
2/28/2020 [Dkt. No. 5959]	1/1/20 – 1/31/20	\$201,842.30	\$3,261.70	\$161,473.84	\$3,261.70	\$40,368.46
<b>Second Interim Fee Application [Dkt. No. 6306]</b>		<b>\$748,895.37</b>	<b>\$11,092.98</b>	<b>\$576,616.30</b>	<b>\$7,831.10</b>	<b>\$149,779.08</b>
3/6/2020 [Dkt. No. 6169]	12/1/19 – 12/31/19	\$42,855.48	\$0.00	34,284.38	0.00	\$8,571.10 <sup>2</sup>
3/31/2020 [Dkt. No. 6555]	2/1/20 – 2/29/20	\$171,487.20	\$146.70	137,189.76	146.70	\$34,297.44
4/30/2020 [Dkt. No. 7015]	3/1/20 – 3/31/20	\$210,313.00	\$3,407.88	0.00	0.00	\$42,062.60
6/1/2020 [Dkt. No. 7689]	4/1/20 – 4/30/20	\$218,742.80	\$793.15	174,994.24	793.15	\$43,748.56
6/30/2020 [Dkt. No. 8214]	5/1/20 – 5/31/20	\$162,158.90	\$193.04	0.00	0.00	\$32,431.78
7/30/2020 [Dkt. No. 8573]	6/1/20 – 6/30/20	\$207,582.00	\$3,566.65	0.00	0.00	\$41,516.40

<sup>2</sup> As disclosed in Coblentz's Second Interim Fee Application [Dkt. No. 6306], and as further explained in footnote 1 of Coblentz's Supplemental Eleventh Monthly Fee Statement [Dkt. No. 6169], these December 2020 fees (no costs) of one Coblentz professional were not included in any prior Interim Fee Application. They therefore are included in this Third Interim Fee Application.

Date Filed	Period Covered	Requested Fees	Requested Expenses	Paid Fees	Paid Expenses	Holdback Fees Requested
7/30/2020 [Dkt. No. 8578]	7/1/20 – 7/1/20	\$9,756.00	\$6,928.30 <sup>3</sup>	0.00	0.00	\$1,951.20
<b>Third Interim Fee Application</b>		<b>\$1,022,895.38</b>	<b>\$14,405.72</b>	<b>\$346,468.38</b>	<b>\$939.85</b>	<b>\$204,579.08</b>

Summary of Any Objections to Monthly Fee Statements: **None**

Compensation and Expenses Sought in this Interim Application Not Yet Paid: **\$204,579.08<sup>4</sup>**

**I. THIRD INTERIM FEE APPLICATION**

**COMPENSATION BY PROFESSIONAL  
THIRD INTERIM FEE PERIOD<sup>5</sup>**

The Coblentz attorneys and paraprofessionals who rendered legal services in these Chapter 11 Cases during the Third Interim Fee Period are:

Name of Professional	Position	Primary Practice Group <sup>6</sup>	Year Admitted	Reduced Hourly Rate for Debtors 2020	Total Hours Billed	Total Compensation
Barbara Milanovich	Partner	RE	1980	\$700.00	339.30	\$237,510.00
Doug Sands	Partner	RE	1987	\$700.00/ \$648.00 (2019)	512.80	\$354,215.48
Sean Coyle	Partner	LIT	2004	\$600.00	167.30	\$100,380.00
Ficks, Gregg	Partner	BCR/LIT	1990	\$704.00	67.30	\$47,379.20
Robert B. Hodil	Counsel/ Partner	RE	2003	\$610.00	0.90	\$549.00

<sup>3</sup> These expenses include remaining expense amounts for third party vendor charges that were incurred as of the Effective Date of the Plan, and that Coblentz was aware of as of the date of the filing of such Monthly Fee Statement [Dkt. No. 8578].

<sup>4</sup> Assumes Applicant receives payment on its Seventeenth and Eighteenth Monthly Fee Statements (for June 2020 and for July 1, 2020) [Dkt. Nos. 8573 and 8578] on, or prior to, the hearing on this Interim and Final Fee Application.

<sup>5</sup> See footnote 2 in this Summary Sheet, above.

<sup>6</sup> RE = Real Estate; LIT = Litigation; BCR = Bankruptcy and Creditors' Rights; CORP = Corporate

Name of Professional	Position	Primary Practice Group <sup>6</sup>	Year Admitted	Reduced Hourly Rate for Debtors 2020	Total Hours Billed	Total Compensation
Mark Hejinian	Associate/ Partner	LIT	2011	\$500.00	26.50	\$13,250.00
James F. McKee	Associate	LIT	2014 (TX); 2019 (CA)	\$422.00	151.10	\$63,764.20
Daniel P. Barsky	Associate	RE	2017	\$405.00	46.90	\$18,994.50
Caitlyn N. Chacon	Associate	RE	2013	\$440.00	96.70	\$42,548.00
Leah P. Collins	Associate	RE	2016	\$405.00	9.30	\$3,766.50
Laura R. Seegal	Associate	LIT	2015	\$418.00	113.20	\$47,317.60
Jessica N. Wilson	Associate	TAX	2018	\$396.00	8.30	\$3,286.80
Michael R. Wilson	Paralegal	RE	N/A	\$352.00	128.00	\$45,056.00
Gino Altamirano	Paralegal	RE	N/A	\$299.00	0.40	\$119.60
Jordan V. Mendoza	Paralegal	LIT	N/A	\$250.00	116.20	\$29,050.00
Dianne M. Sweeny	Paralegal	RE	N/A	\$210.00	27.40	\$5,754.00
Yasmin L. Jayasuriya	Paralegal	LIT	N/A	\$260.00	1.20	\$312.00
Viet Doan	Paralegal	LIT	N/A	\$175.00	55.10	\$9,642.50
<b>Total Professionals:</b>					<b>1,867.90</b>	<b>\$1,022,895.38</b>

PROFESSIONALS TOTALS	BLENDED RATE	TOTAL HOURS BILLED	TOTAL COMPENSATION
Partners and Counsel	\$676.14	1,114.10	\$753,283.68
Associates	\$422.27	425.50	\$179,677.60
<b>Blended Attorney Rate</b>	<b>\$605.98</b>	<b>1,539.60</b>	<b>\$932,961.28</b>
Paraprofessionals and other non-legal staff	\$273.94	328.30	\$89,934.10
<b>Total Fees Incurred</b>	<b>\$547.67</b>	<b>1,867.90</b>	<b>\$1,022,895.38</b>

**COMPENSATION BY WORK TASK CODE**  
**THIRD INTERIM FEE PERIOD<sup>7</sup>**

The following Task Codes and Descriptions were used by Coblentz in conjunction with pre-petition time entries and invoices as required by Debtors prior to the filing of these Bankruptcy Cases. Coblentz has continued to use these Task Codes and Descriptions in conjunction with post-petition time entries and invoices in these Special Counsel matters.

TASK CODE	DESCRIPTION	HOURS	AMOUNT
C100	Fact Gathering	189.00	\$65,608.00
C200	Researching Law	7.10	\$3,124.00
C400	Third Party Communication	3.30	\$1,692.00
L110	Fact Investigation/Development	78.70	\$33,423.20
L120	Analysis/Strategy	155.90	\$77,995.20
L130	Experts/Consultants	105.60	\$38,461.80
L143	eDiscovery - Identification and Preservation	1.80	\$537.00
L200	Pre-Trial Pleadings and Motions	1.20	\$720.00
L310	Written Discovery	5.10	\$2,491.60
L330	Depositions	67.20	\$34,789.40
L400	Trial Preparation and Trial	2.30	\$1,150.00
L600	Identification	0.80	\$337.60
L620	Collection	2.60	\$1,125.00
L630	Processing	1.20	\$300.00
L650	Review	79.60	\$32,451.40

<sup>7</sup> See footnote 2 in this Summary Sheet, above.

TASK CODE	DESCRIPTION	HOURS	AMOUNT
L653	First Pass Document Review	50.00	\$22,075.20
L654	Second Pass Document Review	16.70	\$7,005.20
L670	Production	27.30	\$6,232.50
L690	Project Management	0.70	\$292.60
L800	Experts/Consultants	0.90	\$379.80
P100	Project Administration	170.90	\$115,154.68
P220	Tax	8.30	\$3,286.80
P240	Real and Personal Property	78.10	\$38,091.00
P280	Other	48.10	\$8,606.80
P300	Structure/Strategy/Analysis	497.30	\$345,077.20
P400	Initial Document Preparation/Filing	193.40	\$130,127.40
P500	Negotiation/Revision/Responses	60.50	\$42,350.00
P600	Completion/Closing	14.30	\$10,010.00
<b>Total:</b>		<b>1,867.90</b>	<b>\$1,022,895.38</b>

In addition, in order to facilitate the Court's, the United States Trustee's, the Fee Examiner's, and parties' review of the fees for which Coblentz seeks approval and payment hereunder in the context of this Interim Fee Application, Coblentz provides the following *alternative* Task (Matter) Code Table, which Table segregates the Special Counsel matters Coblentz has handled for the Debtors during the Interim Fee Period by the Coblentz Matter Name/Matter Number for such matters. *The following table reflects the same hours and same amounts as the preceding Task Code Table, but is organized in a different format that Coblentz believes is more consistent with the applicable Guidelines:*

**ALTERNATIVE TASK (MATTER) CODE COMPENSATION TABLE**  
**THIRD INTERIM FEE PERIOD<sup>8</sup>**

TASK (MATTER) CODE	DESCRIPTION	HOURS	AMOUNT
02898-110	General Real Estate	0.30	\$105.60

<sup>8</sup> See footnote 2 in this Summary Sheet, above.

TASK (MATTER) CODE	DESCRIPTION	HOURS	AMOUNT
02898-357	Land Stewardship	366.10	\$253,121.88
02898-376	Hinkley CA Purchases	138.90	\$60,970.88
02898-465	Marina Project	7.00	\$4,900.00 <sup>9</sup>
02898-799	Contract Review - Real Estate / Shared Services	168.90	\$111,579.20
16213-045	Richmond Substation S Land Sale	31.10	\$17,489.60
16213-047	Lyons Land and Cattle, Merced	0.40	\$280.00
16213-051	Kern Power Plant Property Planning	6.80	\$4,679.00
16213-056	CPUC Regulatory Investigation	13.20	\$7,512.00
16213-058	LCC Conservation Easement Compliance	5.40	\$3,780.00
16213-060	DWR - Oroville Dam	548.30	219,874.70
16213-075	11 Basalt Road., Napa	6.50	\$4,255.00 <sup>10</sup>
16213-089	General Advice and Counsel - Surplus Disposition	0.20	\$140.00
16213-091	Purchase of Hollister Conservation Easement	5.10	\$3,068.50
16213-101	Bankruptcy Special Counsel-Related Services	67.30	\$47,379.20
16213-106	Local Community Energy Fire Resiliency	36.50	\$25,550.00
16213-111	Antioch Dunes Purchase Option	38.40	\$26,305.70
16213-112	Moller Conservation Easement Option	43.60	\$23,775.10
16213-113	Bankruptcy Exit Financing	8.60	\$5,604.00
16213-114	PG&E Hydro Facilities Transfers	63.50	\$36,753.30
16213-118	Windy Hollow, Mendocino	34.30	\$16,678.80
16213-120	Sonoma County Conservation Easement (Beretta)	1.10	\$770.00
16213-122	Purchase of Urroz Property, Fresno	36.30	\$19,181.60
16213-123	WMCE CPUC Application	165.80	\$78,877.60
16213-125	MGP Sites	3.70	\$1,998.40

<sup>9</sup> Not included in any Monthly Fee Statements filed by Coblentz in these Bankruptcy Cases because the Debtors only recently opened a file for this matter, and Coblentz thereafter issued an invoice to the Debtors in this matter after it already had filed all of its Monthly Fee Statements in these Bankruptcy Cases.

<sup>10</sup> See footnote 9 in this Summary Sheet, immediately above.



TASK (MATTER) CODE	DESCRIPTION	HOURS	AMOUNT
16213-129	Tule Basin Farms	5.80	\$4,060.00
16213-130	Acquisition of 3625 Cincinnati Avenue, Rocklin	24.00	\$15,871.80
16213-131	Tulare Hill Conservation Easement	30.70	\$21,490.00
16213-132	Lease of 4135 & 4175 Cincinnati Avenue, Rocklin	5.60	\$3,920.00 <sup>11</sup>
16213-133	Hewitson Option to Acquire Conservation Easement, Kings Co.	4.50	\$3,115.20
<b>Total:</b>		<b>1,867.90</b>	<b>\$1,022,895.38</b>

**EXPENSE SUMMARY**  
**THIRD INTERIM FEE PERIOD**

The expenses incurred by the Debtors and billed by Coblentz to the Debtors in connection with the Special Counsel matters Coblentz has been handling during the Third Interim Fee Period are as follows:

EXPENSES	AMOUNTS
Computerized Research	N/A
Meals	N/A
Travel	N/A
Transportation	N/A
Duplicating	N/A
Transcription (Deposition) Services	N/A
Third Party Consulting Fees	N/A
Telephone Conferencing	N/A

<sup>11</sup> Includes 1.4 hours (\$980.00 in fees) related to 4175 Cincinnati Avenue, Rocklin, that was not included in any Monthly Fee Statements filed by Coblentz in these Bankruptcy Cases because the Debtors only recently opened a file regarding 4175 Cincinnati Avenue, Rocklin in its records, and Coblentz thereafter issued one invoice to the Debtors related to 4175 Cincinnati Avenue in this Coblentz matter number (in the sum of \$980.00) after Coblentz already had filed all of its Monthly Fee Statements in these Bankruptcy Cases.

EXPENSES	AMOUNTS
Messenger	\$167.59
Property Search	\$240.58
Deposition Costs	\$793.15
Filing Fees	N/A
Process Service	N/A
Court Reporter	\$3,195.85
Litigation Support Vendors	\$10,008.55
<b>Total Expenses Requested:</b>	<b>\$14,405.72</b>

## II. FINAL FEE APPLICATION

### COMPENSATION BY PROFESSIONAL FINAL FEE PERIOD

The Coblenz attorneys and paraprofessionals who rendered legal services in these Chapter 11 Cases during the Final Fee Period are:

Name of Professional	Position	Primary Practice Group <sup>12</sup>	Year Admitted	Reduced Hourly Rate for Debtors 2019/2020	Total Hours Billed	Total Compensation
Barbara Milanovich	Partner	RE	1980	\$648.00/\$700.00	1,139.70	\$760,266.00
Doug Sands	Partner	RE	1987	\$648.00/\$700.00	1,375.40	\$911,329.47
Sean Coyle	Partner	LIT	2004	\$500.00/\$600.00	560.60	\$298,560.00
Ficks, Gregg	Partner	BCR/LIT	1990	\$623.00/\$704.00	290.1	\$187,131.30
Harry O'Brien	Partner	RE	1984	\$900.00	0.60	\$540.00
Robert B. Hodil	Counsel/ Partner	RE	2003	\$520.00/\$610.00	12.60	\$6,921.00
Misti M. Schmidt	Counsel	RE	2007	\$450.00	2.10	\$945.00

<sup>12</sup> RE = Real Estate; LIT = Litigation; BCR = Bankruptcy and Creditors' Rights; CORP = Corporate

Name of Professional	Position	Primary Practice Group <sup>12</sup>	Year Admitted	Reduced Hourly Rate for Debtors 2019/2020	Total Hours Billed	Total Compensation
David C. Beach	Counsel	LIT	2003	\$540.00	0.40	\$216.00
Mark Hejinian	Associate/ Partner	LIT	2011	\$400.00/\$500.00	141.90	\$60,780.00
James F. McKee	Associate	LIT	2014 (TX); 2019 (CA)	\$400.00/\$422.00	447.80	\$183,460.60
Joy Spezeski	Associate	RE	2013 (IL); 2016 (CA)	\$369.00	0.10	\$36.90
Daniel P. Barsky	Associate	RE	2017	\$334.00/\$405.00	252.30	\$91,744.50
Caitlyn N. Chacon	Associate	RE	2013	\$440.00	112.10	\$49,324.00
Leah P. Collins	Associate	RE	2016	\$334.00/\$405.00	34.40	\$12,149.90
Laura R. Seegal	Associate	LIT	2015	\$418.00	113.20	\$47,317.60
Jessica N. Wilson	Associate	TAX	2018	\$396.00	9.20	\$3,643.20
Michael R. Wilson	Paralegal	RE	N/A	\$302.00/\$352.00	282.30	\$92,524.60
Gino Altamirano	Paralegal	RE	N/A	\$248.00/\$299.00	1.00	\$299.00
Jordan V. Mendoza	Paralegal	LIT	N/A	\$250.00	137.40	\$34,350.00
Angie H. Brandt	Paralegal	RE	N/A	\$248.00	3.80	\$942.40
Doug B Larson	Paralegal	RE	N/A	\$284.00	0.70	\$198.80
Dianne M. Sweeny	Paralegal	RE	N/A	\$210.00	61.70	\$12,957.00
Yasmin L. Jayasuriya	Paralegal	LIT	N/A	\$260.00	23.30	\$6,058.00
Viet Doan	Paralegal	LIT	N/A	\$175.00	205.20	\$35,910.00
<b>Total Professionals:</b>					<b>5,207.90</b>	<b>\$2,797,605.27</b>

PROFESSIONALS TOTALS	BLENDED RATE	TOTAL HOURS BILLED	TOTAL COMPENSATION
Partners and Counsel	\$638.87	3,421.70	\$2,186,008.77
Associates	\$400.03	1,070.80	\$428,356.70
<b>Blended Attorney Rate</b>	<b>\$581.94</b>	<b>4,492.50</b>	<b>\$2,614,365.47</b>
Paraprofessionals and other non-legal staff	\$256.14	715.40	\$183,239.80
<b>Total Fees Incurred</b>	<b>\$537.18</b>	<b>5,207.90</b>	<b>\$2,797,605.27</b>

**COMPENSATION BY WORK TASK CODE**  
**FINAL FEE PERIOD**

The following Task Codes and Descriptions were used by Coblentz in conjunction with pre-petition time entries and invoices as required by Debtors prior to the filing of these Bankruptcy Cases. Coblentz has continued to use these Task Codes and Descriptions in conjunction with post-petition time entries and invoices in these Special Counsel matters.

TASK CODE	DESCRIPTION	HOURS	AMOUNT
C100	Fact Gathering	388.90	\$128,091.00
C200	Researching Law	970	\$4,6605.00
C400	Third Party Communication	4.00	\$2,042.00
L110	Fact Investigation/Development	254.40	\$104,099.20
L120	Analysis/Strategy	477.20	\$237,084.20
L130	Experts/Consultants	132.80	\$51,813.80
L143	eDiscovery - Identification and Preservation	3.20	\$1,237.00
L200	Pre-Trial Pleadings and Motions	30.50	\$15,070.00
L310	Written Discovery	60.00	\$27,815.80
L330	Depositions	209.00	\$92,489.30
L400	Trial Preparation and Trial	3.00	\$1,570.00
L600	Identification	0.80	\$337.60
L620	Collection	4.50	\$1,885.00
L630	Processing	2.50	\$625.00
L650	Review	162.00	\$57,536.50
L653	First Pass Document Review	58.80	\$25,595.20
L654	Second Pass Document Review	20.00	\$8,635.20

TASK CODE	DESCRIPTION	HOURS	AMOUNT
L655	Privilege Review	1.90	\$801.80
L656	Redaction	0.90	\$360.00
L670	Production	178.80	\$37,582.40
L690	Project Management	0.70	\$292.60
L800	Experts/Consultants	4.90	\$2,067.80
P100	Project Administration	606.10	\$396,534.78
P220	Tax	9.20	\$3,643.20
P240	Real and Personal Property	359.70	\$151,465.70
P280	Other	49.10	\$8,846.80
P300	Structure/Strategy/Analysis	1,300.60	\$860,222.99
P400	Initial Document Preparation/Filing	588.40	\$385,272.20
P500	Negotiation/Revision/Responses	220.30	\$146,367.60
P600	Completion/Closing	58.10	\$38,475.60
P700	Post-Completion/Post-Closing	3.00	\$1,944.00
P800	Maintenance and Renewal	4.90	\$3,196.00
<b>Total:</b>		<b>5,207.90</b>	<b>\$2,797,605.27</b>

In addition, in order to facilitate the Court's, the United States Trustee's, the Fee Examiner's, and parties' review of the fees for which Coblentz seeks approval and payment hereunder in the context of this Final Fee Application, Coblentz provides the following *alternative* Task (Matter) Code Table, which Table segregates the Special Counsel matters Coblentz has handled for the Debtors during the Final Fee Period by the Coblentz Matter Name/Matter Number for such matters. *The following table reflects the same hours and same amounts as the preceding Task Code Table, but is organized in a different format that Coblentz believes is more consistent with the applicable Guidelines:*

**ALTERNATIVE TASK (MATTER) CODE COMPENSATION TABLE**  
**FINAL FEE PERIOD**

TASK (MATTER) CODE	DESCRIPTION	HOURS	AMOUNT
02898-110	General Real Estate	28.30	\$18,109.80

TASK (MATTER) CODE	DESCRIPTION	HOURS	AMOUNT
02898-357	Land Stewardship	1,100.10	\$725,075.15
02898-376	Hinkley CA Purchases	250.80	\$99,943.80
02898-465	Marina Project	8.70	\$6,001.60
02898-799	Contract Review - Real Estate / Shared Services	663.10	\$419,508.40
16213-043	Salinas MGP / California Water Service Company Purchase	0.30	\$90.60
16213-045	Richmond Substation S Land Sale	197.50	\$94,442.20
16213-047	Lyons Land and Cattle, Merced	27.20	\$17,738.80
16213-051	Kern Power Plant Property Planning	18.00	\$11,068.20
16213-056	CPUC Regulatory Investigation	261.20	\$125,565.00
16213-058	LCC Conservation Easement Compliance	28.50	\$19,031.52
16213-060	DWR - Oroville Dam	1,313.40	\$510,767.60
16213-075	11 Basalt Road., Napa	6.50	\$4,255.00
16213-084	Sale of Sheridan Property Area	0.10	\$36.90
16213-089	General Advice and Counsel - Surplus Disposition	95.70	\$62,164.40
16213-091	Purchase of Hollister Conservation Easement	5.10	\$3,068.50
16213-094	Purchase of Gabany Property (Sonoma County)	0.40	\$113.60
16213-101	Bankruptcy Special Counsel-Related Services	320.00	\$206,343.70
16213-106	Local Community Energy Fire Resiliency	72.50	\$49,242.00
16213-111	Antioch Dunes Purchase Option	62.00	\$38,499.90
16213-112	Moller Conservation Easement Option	195.20	\$90,566.60
16213-113	Bankruptcy Exit Financing	20.80	\$13,546.00
16213-114	PG&E Hydro Facilities Transfers	163.70	\$81,522.80
16213-115	Real Property Sale Pre-Work	20.60	\$13,500.00
16213-117	Black Ranch Road, Burney	6.30	\$3,842.20
16213-118	Windy Hollow, Mendocino	46.30	\$21,606.40
16213-120	Sonoma County Conservation Easement (Beretta)	19.20	\$13,440.00
16213-122	Purchase of Urroz Property, Fresno	36.30	\$19,181.60
16213-123	WMCE CPUC Application	165.80	\$78,877.60
16213-125	MGP Sites	3.70	\$1,998.40

<b>TASK (MATTER) CODE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>
16213-129	Tule Basin Farms	5.80	\$4,060.00
16213-130	Acquisition of 3625 Cincinnati Avenue, Rocklin	24.00	\$15,871.80
16213-131	Tulare Hill Conservation Easement	30.70	\$21,490.00
16213-132	Lease of 4135 & 4175 Cincinnati Avenue, Rocklin	5.60	\$3,920.00
16213-133	Hewitson Option to Acquire Conservation Easement, Kings Co.	4.50	\$3,115.20
<b>Total:</b>		<b>5,207.90</b>	<b>\$2,797,605.27</b>

**EXPENSE SUMMARY**  
**FINAL FEE PERIOD**

The expenses incurred by the Debtors and billed by Coblentz to the Debtors in connection with the Special Counsel matters Coblentz has been handling during the Final Fee Period are as follows:

<b>EXPENSES</b>	<b>AMOUNTS</b>
Computerized Research	N/A
Meals	N/A
Travel	N/A
Transportation	\$121.18
Duplicating	\$633.37
Transcription (Deposition) Services	\$15,941.57
Third Party Consulting Fees	N/A
Telephone Conferencing	N/A
Messenger	\$663.09
Property Search	\$240.58
Deposition Costs	\$793.15
Filing Fees	\$112.50

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EXPENSES	AMOUNTS
Process Service	\$180.00
Court Reporter	14,049.83
Sacramento Superior Court Case Access System Retrieval Fee	\$7.00
Litigation Support Vendors	\$10,008.55
Court Website Subscription Fee for Case No. JCCP4974	\$343.00
<b>Total Expenses Requested:</b>	<b>\$43,093.82</b>



GREGG M. FICKS (State Bar No. 148093)  
COBLENTZ PATCH DUFFY & BASS LLP  
One Montgomery Street, Suite 3000  
San Francisco, California 94104-5500  
Telephone: 415.391.4800  
Facsimile: 415.989.1663  
Email: ef-gmf@cpdb.com  
*Special Counsel to Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:  
PG&E CORPORATION,  
-and-  
PACIFIC GAS & ELECTRIC COMPANY,  
Debtors.

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

\* All papers shall be filed in Lead Case No.  
19-30088 (DM).

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**THIRD INTERIM AND FINAL FEE  
APPLICATION OF COBLENTZ PATCH  
DUFFY & BASS LLP FOR ALLOWANCE  
AND PAYMENT OF COMPENSATION  
AND REIMBURSEMENT OF EXPENSES  
(FEBRUARY 1, 2020 THROUGH JULY 1,  
2020; JANUARY 29, 2019 THROUGH  
JULY 1, 2020)**

Date: TBD

Time: TBD

Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

Judge: Hon. Dennis Montali

**Objection Deadline:** September 21, 2020 at  
4:00 p.m. (Pacific Time)

Coblentz Patch Duffy & Bass LLP (“Coblentz” or the “Firm”), Special Counsel to PG&E Corporation and Pacific Gas and Electric Company (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases” or these “Bankruptcy Cases” ), hereby submits its:

(A) Third Interim Fee Application (the “Interim Application” or the “Third Interim Application”) for allowance and payment of compensation for professional services rendered and for reimbursement of actual and necessary expenses incurred for the period commencing February 1, 2020 through July 1, 2020 (the “Interim Fee Period” or the “Third Interim Fee Period”),<sup>1</sup> pursuant to the *Order Pursuant to 11 U.S.C. §§ 331 and 105(a) and Fed. R. Bankr. P. 2016 for Authority to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, entered on February 27, 2019 [Dkt. No. 701] (the “Interim Compensation Procedures Order”), sections 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the *Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees* (the “Northern District Guidelines”), the *United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (the “UST Guidelines”), and the Local Bankruptcy Rules for the Northern District of California; and

(B) Final Fee Application (the “Final Fee Application”) for final allowance and payment of compensation for professional services rendered and for reimbursement of actual and necessary expenses incurred for the period commencing January 29, 2019, through July 1, 2020 pursuant to sections 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the *Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees* (the “Northern District Guidelines”), the *United States Trustee Guidelines for Reviewing Applications for*

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<sup>1</sup> As disclosed in Coblentz’s Second Interim Fee Application [Dkt. No. 6306], and as further explained in footnote 1 of Coblentz’s Supplemental Eleventh Monthly Fee Statement [Dkt. No. 6169], the December 2020 fees (no costs) of one Coblentz professional were not included in any prior Interim Fee Application. They therefore are included in this Third Interim Fee Application.

1 *Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (the “**UST**  
2 **Guidelines**”), and the Local Bankruptcy Rules for the Northern District of California.

3 The Interim Application and Final Fee Application are based upon the points and  
4 authorities cited herein, the Certification of Gregg M. Ficks filed concurrently herewith, the  
5 exhibits attached hereto and/or thereto, the pleadings, papers, and records on file in this case, and  
6 any evidence or argument that the Court may entertain at the time of the hearing on the Interim  
7 Application.

8 **I. CASE BACKGROUND AND STATUS**

9 **A. THE DEBTORS’ BANKRUPTCY PROCEEDINGS**

10 The Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code  
11 on January 29, 2019 (the “**Petition Date**”). Prior to entry of the Confirmation Order (see below),  
12 the Debtors operated their businesses and managed their properties as debtors in possession  
13 pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been  
14 appointed.

15 On February 12, 2019, the Office of the United States Trustee for the Northern District of  
16 California (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors in the  
17 Debtors’ cases (the “**Creditors’ Committee**”). On February 15, 2019, the U.S. Trustee appointed  
18 an Official Committee of Tort Claimants (the “**TCC**”). On May 29, 2019, upon the request of the  
19 U.S. Trustee, the Court appointed Professor Bruce A. Markell as the fee examiner in these Chapter  
20 11 Cases (the “**Fee Examiner**”).

21 Based on information and belief, a description of the Debtors’ business, capital structure,  
22 and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the *Amended*  
23 *Declaration of Jason P. Wells in Support of First Day Motions and Related Relief* [Dkt. No. 263].

24 On June 20, 2020, the United States Bankruptcy Court for the Northern District of  
25 California, San Francisco Division (the “**Bankruptcy Court**”) entered an order [Dkt. No. 8053]  
26 (the “**Confirmation Order**”) confirming the *Debtors’ and Shareholder Proponents’ Joint*  
27 *Chapter 11 Plan of Reorganization Dated June 19, 2020* [Dkt. No. 8048] (together with all  
28 schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to

1 time, the “**Plan**”). Based on information and belief, the Effective Date of the Plan was July 1,  
2 2020 [Dkt. No. 8252].

3 **B. THE DEBTORS’ RETENTION OF COBLENTZ**

4 On July 11, 2019, the Court entered the *Order Authorizing Debtors Pursuant to 11 U.S.C.*  
5 *§ 327(a) and Fed. R. Bankr. P. 2014(a) and 2016 to Retain and Employ Coblentz Patch Duffy &*  
6 *Bass LLP Nunc Pro Tunc to the Petition Date* [Dkt. No. 2926] (the “**Retention Order**”). A copy  
7 of the Retention Order is attached hereto as **Exhibit A**.

8 The Retention Order authorizes the Debtors to compensate and reimburse the Firm  
9 pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Northern District Guidelines, and the  
10 Interim Compensation Order. Subject to the Firm’s application to the Court, the Debtors also are  
11 authorized by the Retention Order to compensate Coblentz for services performed at hourly rates  
12 that Coblentz has discounted for the Debtors as described in the application seeking the Firm’s  
13 employment [Dkt. No. 2595], and to reimburse Coblentz for actual and necessary expenses  
14 incurred.

15 The Retention Order authorizes Coblentz to provide the following services to the Debtors:

- 16 • advise and represent PG&E in real estate purchase and sale transactions and  
17 matters, lease transactions and matters, and related or similar work, as further  
18 described in the Debtor’s Application to retain Coblentz as Special Counsel (the  
19 “**Retention Application**”) and the Declarations of Gregg M. Ficks filed in support  
20 thereof (the “**Ficks Declarations**”);
- 21 • advise and represent PG&E in land conservation commitment transactions and  
22 matters, and related or similar work, as further described in the Retention  
23 Application and the Ficks Declarations;
- 24 • advise and represent PG&E in litigation, investigatory, and regulatory matters,  
25 including in the DWR Matter, and related or similar work, as further described in  
26 the Retention Application and the Ficks Declarations;
- 27 • advise and represent PG&E in the Ex Parte OII Matter, and related or similar work,  
28 as further described in the Retention Application and the Ficks Declarations; and

- perform any other necessary legal services requested by the Debtors, and accepted by Coblentz, during the pendency of these Chapter 11 cases.

C. **PREVIOUS ORDERS APPROVING COBLENTZ'S INTERIM FEE APPLICATIONS**

The Bankruptcy Court previously entered an Order granting Coblentz's First Interim Fee Application on March 24, 2020 [Dkt. No. 6445] (the "**First Interim Order**"). Under the First Interim Order, Coblentz was awarded interim allowance of compensation for professional services rendered for the First Fee Period in the amount of \$1,013,409.64, consisting of \$995,899.94 of fees, and reimbursement of \$17,509.70 of actual and necessary expenses.

The Bankruptcy Court also previously entered an Order granting Coblentz's Second Interim Fee Application on August 5, 2020 [Dkt. No. 8666] (the "**Second Interim Order**"). Under the Second Interim Order, Coblentz was awarded interim allowance of compensation for professional services rendered for the Second Fee Period in the amount of \$737,488.35, consisting of \$726,395.37 of fees, and reimbursement of \$11,092.98 of actual and necessary expenses.

The First Interim Order and the Second Interim Order were entered after, and based on, reduced compensation and reimbursement amounts (from what Coblentz initially had sought in its corresponding First and Second Interim Fee Applications) that Coblentz agreed to with the Fee Examiner after Coblentz filed those Interim Fee Applications, and, based on information and belief, that the United States Trustee was aware of and consented to. These agreed reductions consisted of reductions of \$52,414.58 in fees and \$85.42 in costs, for total agreed reductions to the First and Second Interim Fee Applications of \$52,500.00. Coblentz believed at the time it consented to these reductions (and it continues to believe) that following such consensual reductions, there would not be further objections or demands for reductions with regard to the First Interim Period and Second Interim Period by such parties-in-interest at this Final Fee Application stage in these Chapter 11 Cases. If that understanding is correct, Coblentz hereby consents to the reduced interim awards set forth in the First Interim Order and the Second Interim Order to also apply to the Final Fee Application.

Under the Final Fee Application contained herein (and subject to the previous paragraph),

1 Coblentz seeks final allowance for all amounts awarded to it on an interim basis under the First  
2 Interim Order and the Second Interim Order, final allowance of all amounts it seeks under the Third  
3 Interim Fee Application, and a Bankruptcy Court order authorizing and directing the Debtors to pay all  
4 such amounts to Coblentz.

5 **D. JURISDICTION**

6 This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. sections 157 and  
7 1334. This is a core proceeding pursuant to 28 U.S.C. section 157(b). Venue is proper before this  
8 Court pursuant to 28 U.S.C. sections 1408 and 1409.

9 **II. THIRD INTERIM FEE APPLICATION**

10 **A. PROFESSIONAL COMPENSATION AND REIMBURSEMENT OF**  
11 **EXPENSES REQUESTED**

12 By this Third Interim Application, the Firm seeks interim allowance of compensation in  
13 the amount of \$1,022,895.38, and allowance of actual and necessary expenses in the amount of  
14 \$14,405.72, for a total allowance of \$1,037,301.10.

15 All services for which Coblentz requests compensation were performed for or on behalf of  
16 the Debtors. Coblentz has received no payment and no promises for payment from any source  
17 other than the Debtors for services rendered or to be rendered in any capacity whatsoever in  
18 connection with the matters covered by this Interim Application.

19 There is no agreement or understanding between Coblentz and any other person other than  
20 the partners of Coblentz for the sharing of compensation to be received for services rendered by  
21 Coblentz in these cases. As of the Petition Date, the Firm had no retainer from, or balance owing  
22 to, the Debtors. In connection with the Special Counsel matters for which Coblentz has been  
23 retained in these Chapter 11 Cases, as of this date Coblentz has been paid \$1,713,736.28 in post-  
24 petition fees and reimbursed \$26,366.07 in post-petition expenses, and Coblentz anticipates  
25 receiving payment of \$166,065.60 in post-petition fees and \$3,566.65 in post-petition expenses on  
26 account of its Seventeenth Monthly Fee Statement (for June 2020 Invoices) [Dkt. No. 8573], and  
27 \$9,756.00 in post-petition fees (no expenses) on account of its Eighteenth Monthly Fee Statement  
28 (for July 1, 2020 Invoice) [Dkt. No. 8578], on, or prior to, the hearing on this Application.

1 For the Fee Period covered by this Third Interim Fee Application, \$818,316.30 in fees and  
2 \$14,405.72 in costs (\$832,722.02 combined) have been paid, or will be paid, by the Debtors to  
3 Coblentz prior to the hearing on this Third Interim Fee Application pursuant to the Interim  
4 Compensation Procedures Order, but the Court has not yet reviewed these fees and costs for  
5 allowance. By this Interim Fee Application, Coblentz requests allowance of those amounts. By  
6 this Interim Application, Coblentz further seeks Court approval and authority for Debtors to make  
7 payment of the \$204,579.08 hold-back amount accrued during the Interim Fee Period (*i.e.*,  
8 Coblentz requests approval and authority for the Debtors to make payment of the remaining 20  
9 percent of the total fees requested herein that the Debtors held-back from payment to Coblentz  
10 during the Interim Fee Period in accordance with the Interim Compensation Procedures Order), for  
11 a total requested allowance and remaining payment of fees and costs for the Interim Fee Period in  
12 the sum of \$1,037,301.10.

13 The Firm has billed the Debtors in these Chapter 11 Cases in accordance with its existing  
14 billing rates for 2019 (as applicable) and 2020, as discounted for the Debtors as described in the  
15 Retention Application and/or Ficks Declarations, and in accordance with procedures in effect  
16 during the Interim Fee Period. These rates (not including the discounts provided to the Debtors)  
17 are the same rates Coblentz charges for services rendered by its attorneys and paraprofessionals in  
18 comparable matters, and are reasonable given the compensation charged by comparably skilled  
19 practitioners in similar matters. The Summary Sheet filed herewith contains tables listing the  
20 Coblentz attorneys and paraprofessionals who have performed services for the Debtors during the  
21 Interim Fee Period, including their job titles, hourly rates, aggregate number of hours worked in  
22 this matter, and, for attorneys, the year in which each professional was licensed to practice law.  
23 The Summary Sheet also contains tables summarizing the hours worked by the Firm's attorneys  
24 and paraprofessionals broken down by project billing code, and further broken down for each  
25 matter for which the Firm is providing services to for the Debtors. Coblentz maintains  
26 computerized time records, which have been filed on the docket in invoice format with the Firm's  
27 monthly fee statements and furnished to the Debtors, counsel for the Creditors' Committee and the  
28 TCC, the U.S. Trustee, and the Fee Examiner in the format requested by the Interim



1 Compensation Procedures Order, and/or in the format requested by those parties.

2 **B. VOLUNTARY DISCOUNTS AND WRITE-OFFS COBLENTZ**  
3 **PREVIOUSLY PROVIDED TO THE DEBTORS IN CONNECTION WITH**  
4 **FEES AND COSTS INCURRED DURING THE THIRD INTERIM FEE**  
5 **PERIOD**

6 The fees and costs for which Coblentz requests approval and payment under this Interim  
7 Fee Application are net of \$234,487.44 in voluntary fee and cost reductions that Coblentz already  
8 has provided to the Debtors in connection with the Third Interim Fee Period: (1) as pre-invoicing  
9 write-offs Coblentz provided to the Debtors prior to issuing the invoices; (2) as agreed hourly rate  
10 discounts Coblentz provided to the Debtors, as approved under the Retention Order; and/or (3) in  
11 order to avoid billing for fees or costs that may have been inconsistent with applicable Orders,  
12 Guidelines, or the Protocol in these Bankruptcy Cases. This \$234,487.44 reduction consists of the  
13 following:

- 14 • Coblentz's previously agreed reduced rates in these Special Counsel matters  
15 resulted in a reduction of \$197,393.62 in legal fees from Coblentz's standard  
16 hourly rates for the services performed for the Debtors during the Interim Fee  
17 Period;
- 18 • Coblentz reduced its professional hours spent in these Special Counsel matters  
19 during the Interim Fee Period in its draft invoices prior to issuing the applicable  
20 invoices, resulting in a voluntary reduction of \$35,740.12 in legal fees;
- 21 • Coblentz wrote-off \$145.18 in costs incurred during the Interim Fee Period prior to  
22 issuing applicable invoices; and
- 23 • Coblentz provided a previously agreed volume discount of \$1,208.52 to the  
24 Debtors for land conservation work performed during the Interim Fee Period.

25 **C. BUDGET AND BUDGET-TO-ACTUAL PERFORMANCE**

26 The Debtors provide annual budgets to Coblentz for some (but not all) of the matters  
27 Coblentz handles for them. These budgets are subject to periodic review and adjustments by the  
28 Debtors during the course of each year. To the extent the Debtors have provided current budgets  
to Coblentz for the matters Coblentz is handling for them, Coblentz has not exceeded those



budgets during the Interim Fee Period except in the PG&E v. DWR/Oroville Dam Crisis Litigation matter (Coblentz Matter No. 16213-060), the budget for which was exceeded by *less than* ten (10) percent.

**PROJECT BILLING AND NARRATIVE STATEMENT OF SERVICES RENDERED FOR THIRD INTERIM PERIOD**

During the Interim Fee Period,<sup>2</sup> Coblentz professionals expended 1,867.90 hours on behalf of the Debtors. Of this, 1,114.10 hours were expended by partners and of counsel, 424.50 by associates, and 328.30 by paraprofessionals. Under this engagement, Coblentz's attorneys who billed during the time period covered by this Application billed at discounted hourly rates ranging from \$396.00 to \$704, for a blended attorney rate of \$605.25 during the Interim Fee Period.

In accordance with the Interim Compensation Procedures Order, the Northern District Guidelines, and the Local Rules, the Firm has classified the services it has performed for the Debtors during the Interim Fee Period into the following thirty (30) categories, which categories are segregated by the Coblentz Matter Names and/or Matter Numbers under which Coblentz has invoiced the Debtors during the Interim Fee Period. Detailed time entries for the following categories previously have been filed with the Court and served in accordance with the Interim Compensation Procedures Order under Coblentz's Supplemental Eleventh and Thirteenth through Eighteenth Monthly Fee Statements [Dkt. Nos. 6169, 6555, 7015, 7689, 8214, 8573, and 8578] following entry of the Retention Order. Coblentz hereby incorporates those time entries into this Interim Fee Application, and refers any interested party to them.

**I. REAL ESTATE/LAND/CONSERVATION EASEMENT/EMINENT DOMAIN**

**A. CONTRACT REVIEW – REAL ESTATE/SHARED SERVICES (COBLENTZ MATTER NO. 02898-799)**

This matter includes time spent on real property transactions, primarily drafting and negotiating lease documents. During this time period, Coblentz worked on 3 new leases and 11 lease amendments for existing PG&E facilities. Coblentz also prepared numerous notices to

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<sup>2</sup> See footnote 1 in this Third Interim and Final Fee Application.

landlords exercising options to extend or hold over. This matter also includes time spent in interpreting leases, representing PG&E in any disputes with landlords, and communicating with PG&E representatives and opposing counsel.

Total Hours: 168.90

Total Fees: \$111,579.20

**B. GENERAL ADVICE AND COUNSEL – SURPLUS DISPOSITION  
(COBLENTZ MATTER NO. 16213-089)**

This matter includes time working with PG&E representatives to develop four Purchase and Sale Agreement templates for the sale of PG&E surplus properties. The four templates will be used in circumstances in which (1) the subject property has no or minor environmental issues and no CPUC approval is required, (2) the subject property has no or minor environmental issues and CPUC approval is required, (3) the subject property has environmental issues and no CPUC approval is required, and (4) the subject property has environmental issues and CPUC approval is required. The Purchase Agreements contain alternate provisions and numerous notes to the drafter that are intended to facilitate preparation of initial drafts of Purchase Agreements by non-attorneys. This matter also includes time to develop a form letter of intent for such sales.

Total Hours: 0.20

Total Fees: \$140.00

**C. RICHMOND SUBSTATION S LAND PARCEL (COBLENTZ MATTER NO.  
16213-045)**

This matter reflects time devoted to PG&E's acquisition of a parcel of land adjoining property currently owned by PG&E in Richmond, California. The matter includes preparing and monitoring a checklist of critical dates and closing documents and coordinating due diligence review with PG&E representatives. This matter required extensive title review, including analysis of not only title of the subject property, but also title of private roads and an adjoining parcel owned by the City of Richmond. This matter also involved negotiating with opposing counsel, drafting escrow instructions, reviewing closing documents, and extensive communications with the title company.

Total Hours: 31.10

Total Fees: \$17,489.60

**D. HINKLEY, CA PURCHASES (COBLENTZ MATTER NO. 02898-376)**

This matter reflects time assisting PG&E in acquiring properties in Hinkley, California. During this time period, Coblenz worked on transactions with 10 different property owners. Tasks include drafting and approving Purchase Agreements as to form, reviewing title, preparing escrow instructions, and coordinating closings. This matter also includes time tracking the status of transactions, participating in bi-monthly conference calls to review pending transactions, and communicating with PG&E representatives and the title company.

Total Hours: 138.90

Total Fees: \$60,779.20

**E. LOCAL COMMUNITY ENERGY FIRE RESILIENCY (COBLENTZ MATTER NO. 16213-106)**

This matter reflects time working with PG&E representatives to develop a form License Agreement to provide for customer resource centers located inside buildings (as opposed to outdoor venues) during Public Safety Power Shutoff Events. This matter also reflects time advising PG&E land agents regarding modifications to the License Agreement requested by various Licensors, drafting revisions to the License Agreement, and negotiating with Licensors.

Total Hours: 36.50

Total Fees: \$25,550.00

**F. LYONS LAND AND CATTLE, MERCED (COBLENTZ MATTER NO. 16213-047)**

This matter reflects attention to finalizing a Deferred Fee Subdivision Drainage Agreement with the Merced Irrigation District following PG&E's acquisition of property for a service center in Merced.

Total Hours: 0.40

Total Fees: \$280.00

**G. GENERAL REAL ESTATE (COBLENTZ MATTER NO. 02898-110)**

This matter reflects time in tracking the status of various real estate transactions and updating a monthly status report delivered to PG&E's in-house counsel.

Total Hours: 0.30

Total Fees: \$105.60

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1 closing activities and California real estate legal advice. Weekly calls are held for facility  
2 transfers in the closing process.

3 Total Hours: 63.50

Total Fees: \$36,753.30

4 **L. LAND STEWARDSHIP (COBLENTZ MATTER NO. 02898-357)**

5 This matter involves the implementation of PG&E's "Land Conservation Commitment"  
6 pursuant to its 2003 bankruptcy settlement. The settlement requires PG&E to ensure that  
7 approximately 140,000 acres of PG&E's watershed lands are protected through conservation  
8 easements or similar instruments together, in some cases, with fee title transfers. The Land  
9 Conservation Commitment involves roughly 100 transactions. Coblentz provided services for  
10 approximately 36 transactions of these transactions during the Interim Fee Period.

11 Coblentz serves as primary transactional counsel for this matter. Coblentz's work involves  
12 a broad range of tasks. Coblentz has primary responsibility for drafting, reviewing, and  
13 negotiating documents such as deeds, access easements, conservation easements, donation letters,  
14 environmental indemnity agreements, powers of termination, baseline documentation reports,  
15 Transaction Agreements (the equivalent of a purchase and sale agreement in a sale context),  
16 subdivision documentation, title reports, property descriptions, and escrow instructions.  
17 Coblentz's work also involves assistance with various real estate issues associated with the  
18 involved properties, including issues relating to title report items (e.g., access issues, title  
19 encumbrances, subdivision issues, third party rights), leases, licenses, and permits. Once  
20 documents have been drafted and negotiated, Coblentz assists with PG&E's internal approval  
21 process, providing final documents, legal approval of such documents as to form, and providing  
22 transaction summaries for review by PG&E personnel approving PG&E's execution of such  
23 documentation. After regulatory approval, Coblentz is responsible for preparing and/or reviewing  
24 the final conveyance documents and coordinating the closings. Coblentz participates in regular  
25 teleconferences and meetings with PG&E representatives to review the portfolio of pending  
26 transactions, discussing the status of transactions, identifying issues to be pursued, and updating a

1 schedule for completion of deliverables by the PG&E and other participants in the transactions.

2 Total Hours: 366.10

Total Fees: \$253,121.88

3 M. **LCC CONSERVATION EASEMENT COMPLIANCE (COBLENTZ**  
4 **MATTER NO. 16213-058)**

5 Ownership of certain of the properties covered by PG&E's Land Conservation  
6 Commitment are retained by PG&E, and such properties are encumbered by conservation  
7 easements entered into by PG&E with the holders of such easements (*e.g.*, non-profit conservation  
8 organizations). The conservation easements require PG&E to perform certain obligations (*e.g.*,  
9 annual reporting and consultation with the easement holders), and restrict certain activities on the  
10 properties. Coblentz is the primary outside counsel assisting PG&E in its performance of these  
11 duties. This work includes assistance with PG&E's annual reporting and consultation  
12 requirements, including review of annual reports and advice on how PG&E's duties should be  
13 satisfied. Coblentz also provides assistance with the interpretation of conservation easement  
14 provisions and the development of policies relating to the performance of duties under such  
15 conservation easements.

16 Total Hours: 5.40

Total Fees: \$3,780.00

17 N. **WINDY HOLLOW, MENDOCINO PSA (COBLENTZ MATTER NO. 16213-**  
18 **118)**

19 This matter reflects time drafting and negotiating a Purchase Agreement for PG&E to  
20 acquire land in Mendocino County, California in connection with satisfaction of PG&E's Bay  
21 Area Operations & Maintenance Habitat Conservation Plan. This matter also includes time  
22 reviewing title to the property and drafting amendments to the Purchase Agreement.

23 Total Hours: 34.30

Total Fees: \$16,678.80

24 O. **SONOMA COUNTY CONSERVATION EASEMENT (BERETTA)**  
25 **(COBLENTZ MATTER NO. 16213-120)**

26 This matter reflects time drafting an Option Agreement to cause a conservation easement  
27 to be placed on property in Sonoma County, California to offset impacts from a long term Take  
28 Permit and help satisfy PG&E's Bay Area Operations & Maintenance Habitat Conservation Plan.

Total Hours: 1.10

Total Fees: \$770.00

**P. KERN POWER PLANT PROPERTY PLANNING (COBLENTZ MATTER NO. 16213-051)**

This matter reflects time reviewing maps and other due diligence documents in connection with preparing to sell this 50 acre surplus property in Kern County, California.

Total Hours: 6.80

Total Fees: \$4,679.00

**Q. PURCHASE OF HOLLISTER CONSERVATION EASEMENT (COBLENTZ MATTER NO. 16213-091)**

This matter involves time devoted to PG&E's option right to cause a conservation easement to be placed on certain parcels of land located in San Benito County, California. Such conservation easement is part of PG&E's compliance obligations under its Bay Area Habitat Conservation Plan. The matter includes preparing and negotiating documentation for the option and the conservation easement transactions expected to follow.

Total Hours: 5.10

Total Fees: \$3,068.50

**R. PURCHASE OF URROZ PROPERTY, FRESNO (COBLENTZ MATTER NO. 16213-122)**

This matter reflects time preparing and negotiating a Purchase Agreement to acquire a former manufactured gas plant site in Fresno, California. This matter also includes time reviewing title to the property, preparing collateral documents, and closing the purchase.

Total Hours: 36.30

Total Fees: \$19,181.60

**S. MGP SITES (COBLENTZ MATTER NO. 16213-125)**

This matter reflects time drafting a Purchase Agreement to acquire a residential property in San Francisco's Marina District as part of PG&E's program to remediate a former manufactured gas plant site.

Total Hours: 3.70

Total Fees: \$1,998.40

**T. TULE BASIN FARMS (COBLENTZ MATTER NO. 16213-129)**

This matter reflects time drafting and negotiating an Option Agreement to cause a conservation easement to be placed on land in Sutter County, California. The conservation

1 easement is part of PG&E's compliance obligations under its Bay Area Habitat Conservation Plan.

2 Total Hours: 5.80

Total Fees: \$4,060.00

3 U. **ACQUISITION OF 3625 CINCINNATI AVENUE, ROCKLIN (COBLENTZ**  
4 **MATTER NO. 16213-130)**

5 This matter reflects time drafting and negotiating a Purchase Agreement for PG&E to  
6 acquire a 72,000 square foot industrial building in Rocklin, California. This matter also reflects  
7 time reviewing title to the property, drafting collateral documents, consulting with PG&E  
8 regarding due diligence matters, and coordinating the closing.

9 Total Hours: 24.00

Total Fees: \$15,871.80

10 V. **TULARE HILL CONSERVATION EASEMENT (COBLENTZ MATTER**  
11 **NO. 16213-131)**

12 This matter involves time devoted to PG&E's plan to encumber a portion of property it  
13 owns in Santa Clara County, California with a conservation easement. Such conservation  
14 easement is part of PG&E's compliance obligations under its Bay Area Habitat Conservation Plan.  
15 The matter includes preparing and negotiating documentation for the conservation easement  
16 transaction, endowment, and land management activities expected to follow.

17 Total Hours: 30.70

Total Fees: \$21,490.00

18 W. **LEASE OF 4135 & 4175 CINCINNATI AVENUE, ROCKLIN (COBLENTZ**  
19 **MATTER NO. 16213-132)**

20 This matter reflects time reviewing and revising a letter of intent and drafting a lease for a  
21 23,000 square foot industrial building and laydown yard in Rocklin, California, which includes an  
22 option to purchase.

23 Total Hours: 5.60

Total Fees: \$3,920.00

24 X. **11 BASALT ROAD, NAPA (COBLENTZ MATTER NO. 16213-075)**

25 This matter reflects time reviewing and negotiating a letter of intent to acquire a 50 acre  
26 industrial property in Napa.

27 Total Hours: 6.50

Total Fees: \$4,255.00





1 potential structure of an initial bellwether trial in a coordinated case proceeding.

2 During the Fee Period, Coblentz's work also has included preparing for, attending, and  
3 taking depositions of DWR personnel and third parties, and analyzing the strategic implications of  
4 information developed through these depositions. Coblentz has also devised search strategies for  
5 identifying and analyzing the most relevant materials among supplemental discovery materials  
6 produced by DWR in the coordinated proceedings, and has analyzed key subsets of those  
7 materials. Coblentz also reviewed and produced discovery from the utility in response to  
8 discovery requests from DWR. Coblentz has worked with a retained expert on the development of  
9 a potential opinion in the matter. Finally, Coblentz has participated in conferences with, and  
10 prepared written status summaries for, in-house lawyers at the utility overseeing or working on  
11 issues relevant to this matter.

12 Total Hours: 548.30

Total Fees: \$234,039.84

13 C. **WMCE CPUC APPLICATION (COBLENTZ MATTER NO. 16213-123)**

14 Coblentz's work in this matter during the Fee Period has involved assisting the utility with  
15 the drafting of an application to the California Public Utilities Commission for rate recovery. This  
16 assistance has included drafting, reviewing, and revising hundreds of pages of testimony in  
17 support of the application, researching and reviewing information relevant to the utility's work  
18 that is the subject of the application, contributing to the management of logistics relating to the  
19 filing of the application, participating in conferences with various teams at the utility that play a  
20 role in assisting with the preparation of the application, and analyzing strategic issues concerning  
21 the scope and presentation of the material to be included in the application.

22 Total Hours: 165.80

Total Fees: \$78,877.60

23 III. **BANKRUPTCY SPECIAL COUNSEL-RELATED SERVICES (COBLENTZ**  
24 **MATTER NO. 16213-101)**

25 Total Hours: 67.30

Total Fees: \$47,379.20

26 The following sub-category calculations of the Total Hours and Total Fees stated  
27 immediately above were made by best effort manual sub-categorization and sub-calculation. They  
28 are good faith calculations.

1           A.     **COBLENTZ NINTH THROUGH EIGHTEENTH MONTHLY FEE**  
2                     **STATEMENTS**

3           This sub-category relates to work preparing Coblentz's Eleventh through Eighteenth  
4 Monthly Fee Statements, including communications with the Fee Examiner's office and the  
5 United States Trustee, and related communications, and including preparing invoice reductions as  
6 described above.

7                     Total Hours: 33.5

Total Fees: \$23,584.00

8           B.     **COBLENTZ INTERIM FEE APPLICATIONS**

9           This sub-category relates to work preparing Coblentz's Second Interim Fee Application  
10 during the Interim Fee Period, and follow-up work and communications related to Coblentz's First  
11 Interim Fee Application and Second Interim Fee Application during the Interim Fee Period.

12                    Total Hours: 26.1

Total Fees: \$18,374.40

13           C.     **COBLENTZ RETENTION, SCOPE OF WORK, AND DISCLOSURES**  
14                     **ISSUES**

15           During the Interim Fee Period, Coblentz reviewed supplemental conflicts check materials  
16 received from the Debtors' Chapter 11 counsel for potential further disclosures by Coblentz in  
17 these Bankruptcy Cases, investigated potential connections and disclosures related thereto, and  
18 prepared applicable supplemental disclosures for filing with the Court. Coblentz also addressed  
19 and resolved scope of engagement and Special Counsel-related inquiries regarding additional  
20 Special Counsel matters the Debtors requested Coblentz to undertake.

21                    Total Hours: 7.7

Total Fees: \$5,420.80

22                                     **EXPENSE SUMMARY**  
23           **FEBRUARY 1, 2020 THROUGH JULY 1, 2020 (THIRD INTERIM FEE PERIOD)**

24           During the Interim Fee Period, the Firm advanced costs on behalf of the Debtors in  
25 connection with the discharge of the duties described in the Interim Application. During the  
26 Interim Fee Period, Coblentz incurred a total of \$14,405.72 in expenses. These expenses are  
27 further specified on the last page of the Summary Sheet filed herewith, and are reasonable and  
28 necessary to the Special Counsel services Coblentz has provided. Receipts for all significant

1 expenses have been provided to the Debtors and to the Fee Examiner.

2 **LEGAL BASIS FOR INTERIM COMPENSATION**

3 The professional services for which Coblentz requests interim allowance of compensation  
4 and reimbursement of expenses were rendered and incurred in connection with the Special  
5 Counsel matters for which Coblentz has been employed, and in the discharge of Coblentz's  
6 professional responsibilities as Special Counsel for the Debtors during these Chapter 11 Cases.  
7 Coblentz's services have been necessary and beneficial to the Debtors and their estates, creditors,  
8 and other parties in interest.

9 In accordance with the factors enumerated in section 330 of the Bankruptcy Code,  
10 Coblentz respectfully submits that the amount requested by Coblentz is fair and reasonable given  
11 the complexity of these Special Counsel matters, the time expended, the nature and extent of the  
12 services rendered, the value of such services, and the costs of comparable services other than in  
13 connection with a case under the Bankruptcy Code. Moreover, Coblentz has reviewed the  
14 requirements of the Interim Compensation Procedures Order, the Northern District Guidelines,  
15 and the UST Guidelines, and believes that the Interim Application substantially complies with  
16 those documents, except as follows:

17 A. The project categories described in the Interim Application sometimes include fees  
18 beyond the generally applicable \$20,000 project billing threshold (Court Guideline For  
19 Compensation I.3.) due to the impracticality of further breaking-out the categories, the cost/benefit  
20 balance of further dissecting these categories especially in light of the narrow margin above the  
21 ordinary course professional threshold that has caused Coblentz to undertake participation in  
22 Special Counsel procedures and requirements, as opposed to being considered an ordinary course  
23 professional in these cases, and Coblentz's relatively small role in these Bankruptcy Cases,  
24 relative to larger firms handling larger parts of the cases;

25 B. Time entries in this Interim Fee Application include some time (approximately 4.2  
26 hours resulting in \$2,956.80 in fees) for revising and reducing proposed invoices prior to issuance  
27 of the invoices in order to try to conform the fees and costs therein to the applicable Guidelines  
28 and requirements. Coblentz requests that these fees be allowed for the same reasons as set forth in

Item A, above; and

C. Time entries during the Interim Fee Period include time related to the extensive supplemental conflicts checks and review required in these large Chapter 11 Cases. Coblentz requests that the Court approves the fees for these time entries for the same reasons set forth in Item A, above.

To the extent the fees or costs for which Coblentz seeks approval herein are inconsistent with the Revised Fee Examiner Protocol (the “**Protocol**”) [Dkt. No. 4473-1], Coblentz, for the reasons set forth above, objects to the Protocol pursuant to the procedure established in the Notice of Filing of the Protocol [Dkt. No. 4473] at pg. 2-3.

#### **IV. FINAL FEE APPLICATION**

##### **A. PROFESSIONAL COMPENSATION AND REIMBURSEMENT OF EXPENSES REQUESTED**

By this Final Fee Application, the Firm seeks final allowance of compensation in the amount of \$2,797,605.27, and allowance of actual and necessary expenses in the amount of \$43,093.82, for a total allowance of \$2,840,699.09.<sup>3</sup>

All services for which Coblentz requests compensation were performed for or on behalf of the Debtors. Coblentz has received no payment and no promises for payment from any source other than the Debtors for services rendered or to be rendered in any capacity whatsoever in connection with the matters covered by this Final Fee Application.

There is no agreement or understanding between Coblentz and any other person other than the partners of Coblentz for the sharing of compensation to be received for services rendered by Coblentz in these cases. As of the Petition Date, the Firm had no retainer from, or balance owing to, the Debtors. In connection with the Special Counsel matters for which Coblentz has been retained in these Chapter 11 Cases, as of this date Coblentz has been paid \$1,713,736.28 in post-petition fees and reimbursed \$26,366.07 in post-petition expenses, and Coblentz anticipates

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<sup>3</sup> Subject to voluntary reduction in the sum of \$52,500.00 as described in, and to the extent provided in, Section I.C. of this Third Interim and Final Fee Application at page 5, lines 15 through 27.

1 receiving payment of \$166,065.60 in post-petition fees and \$3,566.65 in post-petition expenses on  
2 account of its Seventeenth Monthly Fee Statement (for June 2020 Invoices) [Dkt. No. 8573], and  
3 \$9,756.00 in post-petition fees (no expenses) on account of its Eighteenth Monthly Fee Statement  
4 (for July 1, 2020 Invoice) [Dkt. No. 8578], on, or prior to, the hearing on this Application. By this  
5 Final Fee Application, Coblentz requests final allowance and payment of all those amounts,  
6 including final authority and direction to the Debtors to pay any remaining unpaid the 20 percent  
7 fee holdback amounts held-back pursuant to the Interim Compensation Procedures Order with  
8 regard to Coblentz's pending Third Interim Fee Application, for a total requested allowance and  
9 remaining payment of fees and costs for under this Final Fee Application in the sum of  
10 \$2,840,699.09.<sup>4</sup>

11 The Firm has billed the Debtors in these Chapter 11 Cases in accordance with its existing  
12 billing rates for 2019 (as applicable) and 2020, as discounted for the Debtors as described in the  
13 Retention Application and/or Ficks Declarations, and in accordance with procedures in effect  
14 during the Final Fee Period. These rates (not including the discounts provided to the Debtors) are  
15 the same rates Coblentz charges for services rendered by its attorneys and paraprofessionals in  
16 comparable matters, and are reasonable given the compensation charged by comparably skilled  
17 practitioners in similar matters. The Summary Sheet filed herewith contains tables listing the  
18 Coblentz attorneys and paraprofessionals who have performed services for the Debtors during the  
19 Final Fee Period, including their job titles, hourly rates, aggregate number of hours worked in this  
20 matter, and, for attorneys, the year in which each professional was licensed to practice law. The  
21 Summary Sheet also contains tables summarizing the hours worked by the Firm's attorneys and  
22 paraprofessionals broken down by project billing code, and further broken down for each matter  
23 for which the Firm is providing services to for the Debtors. Coblentz maintains computerized  
24 time records, which have been filed on the docket in invoice format with the Firm's monthly fee  
25 statements and furnished to the Debtors, counsel for the Creditors' Committee and the TCC, the

26 \_\_\_\_\_  
27 <sup>4</sup> Subject to voluntary reduction in the sum of \$52,500.00 as described in, and to the extent  
28 provided in, Section I.C. of this Third Interim and Final Fee Application at page 5, lines 15  
through 27.

U.S. Trustee, and the Fee Examiner in the format requested by the Interim Compensation Procedures Order, and/or in the format requested by those parties.

**B. VOLUNTARY DISCOUNTS AND WRITE-OFFS COBLENTZ  
PREVIOUSLY PROVIDED TO THE DEBTORS RELATED TO FEES AND  
COSTS INCURRED DURING THE FINAL FEE PERIOD**

The fees and costs for which Coblentz requests approval and payment under this Final Fee Application are net of \$641,980.02 in voluntary fee and cost reductions that Coblentz already has provided to the Debtors in connection with the Final Fee Period:<sup>5</sup> (1) as pre-invoicing write-offs Coblentz provided to the Debtors prior to issuing the invoices; (2) as agreed hourly rate discounts Coblentz provided to the Debtors, as approved under the Retention Order; and/or (3) in order to avoid billing for fees or costs that may have been inconsistent with applicable Orders, Guidelines, or the Protocol in these Bankruptcy Cases. This \$641,980.02 reduction consists of the following:

- Coblentz's previously agreed reduced rates in these Special Counsel matters resulted in a reduction of \$538,969.94 in legal fees from Coblentz's standard hourly rates for the services performed for the Debtors during the Final Fee Period;
- Coblentz reduced its professional hours spent in these Special Counsel matters during the Final Fee Period in its draft invoices prior to issuing the applicable invoices, resulting in a voluntary reduction of \$84,497.32 in legal fees;
- Coblentz wrote-off \$11,069.83 in costs incurred during the Final Fee Period prior to issuing applicable invoices; and
- Coblentz provided a previously agreed volume discount of \$7,442.93 to the Debtors for land conservation work performed during the Final Fee Period.

In addition, Coblentz previously consented to further reductions in conjunction with Coblentz's First and Second Interim Fee Applications in the total sum of \$52,500.00, as described in, and to the extent provided in, Section I.C. of this Third Interim and Final Fee Application at page 5, lines 15 through 27. *Taking these further reductions into account, Coblentz already has*

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<sup>5</sup> Plus additional previous reductions with the Fee Examiner as described in, and to the extent provided in, Section I.C. of this Third Interim and Final Fee Application at page 5, lines 15 through 27, above.



1 provided \$694,480.02 in voluntary fee and cost reductions to the Debtors in connection with the  
2 Final Fee Period.

3 C. **BUDGET AND BUDGET-TO-ACTUAL PERFORMANCE**

4 Debtors provide annual budgets to Coblentz for some (but not all) of the matters Coblentz  
5 handles for them. These budgets are subject to periodic review and adjustments by the Debtors  
6 during the course of each year. To the extent the Debtors have provided current budgets to  
7 Coblentz for the matters Coblentz is handling for it, Coblentz has not exceeded those budgets  
8 during the Final Fee Period except in the PG&E v. DWR/Oroville Dam Crisis Litigation matter  
9 (Coblentz Matter No. 16213-060) during the Third Interim Application Period only, the budget for  
10 which was exceeded by *less than* ten (10) percent.

11 D. **EXPENSE SUMMARY FEBRUARY 1, 2019 THROUGH JULY 1, 2020**  
12 **(FINAL FEE PERIOD)**

13 During the Final Fee Period, the Firm advanced costs on behalf of the Debtors in  
14 connection with the discharge of the duties described in the Final Fee Application. During the  
15 Final Fee Period, Coblentz incurred a total of \$43,093.82 in expenses. These expenses are further  
16 specified on the last two pages of the Summary Sheet, *infra*, and are reasonable and necessary to  
17 the Special Counsel services Coblentz has provided. Receipts for all significant expenses have  
18 been provided to the Debtors and to the Fee Examiner.

19 E. **LEGAL BASIS FOR FINAL COMPENSATION**

20 The professional services for which Coblentz requests final allowance of compensation  
21 and reimbursement of expenses were rendered and incurred in connection with the Special  
22 Counsel matters for which Coblentz has been employed, and in the discharge of Coblentz's  
23 professional responsibilities as Special Counsel for the Debtors during these Chapter 11 Cases.  
24 Coblentz's services have been necessary and beneficial to the Debtors and their estates, creditors,  
25 and other parties in interest.

26 In accordance with the factors enumerated in section 330 of the Bankruptcy Code,  
27 Coblentz respectfully submits that the amount requested by Coblentz is fair and reasonable given  
28 the complexity of these Special Counsel matters, the time expended, the nature and extent of the



1 services rendered, the value of such services, and the costs of comparable services other than in  
2 connection with a case under the Bankruptcy Code. Moreover, Coblentz has reviewed the  
3 requirements of the Interim Compensation Procedures Order, the Northern District Guidelines,  
4 and the UST Guidelines, and believes that the Final Fee Application substantially complies with  
5 those documents, except as follows:

6       A.     The project categories described in Coblentz's Interim Fee Applications sometimes  
7 include fees beyond the generally applicable \$20,000 project billing threshold (Court Guideline  
8 For Compensation I.3.) due to the impracticality of further breaking-out the categories, the  
9 cost/benefit balance of further dissecting these categories especially in light of the narrow margin  
10 above the ordinary course professional threshold that has caused Coblentz to undertake  
11 participation in Special Counsel procedures and requirements, as opposed to being considered an  
12 ordinary course professional in these cases, and Coblentz's relatively small role in these  
13 Bankruptcy Cases, relative to larger firms handling larger parts of the cases;

14       B.     Time entries in this Final Fee Application include some time (approximately 13.3  
15 hours resulting in \$8,706.90 in fees) for revising and reducing proposed invoices prior to issuance  
16 of the invoices in order to try to conform the fees and costs therein to the applicable Guidelines  
17 and requirements.<sup>6</sup> Coblentz requests that these fees be allowed for the same reasons as set forth  
18 in Item A, above; and

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26 <sup>6</sup> However, 9.1 of these hours, corresponding to \$5,750.10 in fees, already have been the subject of  
27 fee negotiation and reduction with the Fee Examiner in connection with Coblentz's First and  
28 Second Interim Fee Applications as described in, and to the extent provided in, Section I.C. of this  
Third Interim and Final Fee Application at page 5, lines 15 through 27, above.

1 C. Some time entries that are the subject of Coblentz's Interim Fee Applications  
2 include time related to the extensive supplemental conflicts checks and review required in these  
3 large Chapter 11 Cases, as described in Coblentz's Interim Fee Applications. Coblentz requests  
4 that the Court approves the fees for these time entries for the same reasons set forth in Item A,  
5 above.

6 To the extent the fees or costs for which Coblentz seeks approval herein are inconsistent  
7 with the Revised Fee Examiner Protocol (the "**Protocol**") [Dkt. No. 4473-1], Coblentz, for the  
8 reasons set forth above, objects to the Protocol pursuant to the procedure established in the Notice  
9 of Filing of the Protocol [Dkt. No. 4473] at pg. 2-3.

#### 10 AVAILABLE FUNDS

11 The Firm understands that the Debtors' estates have sufficient funds available to pay the  
12 fees and costs sought herein.

#### 13 NOTICE

14 Notice of the Interim Application has been provided to parties-in-interest in accordance  
15 with the procedures set forth in the Interim Compensation Order. Coblentz submits that, in view  
16 of the facts and circumstances of these Chapter 11 Cases, such notice is sufficient and no other or  
17 further notice need be provided.

#### 18 CONCLUSION

19 In conjunction with the *Third Interim Fee Application*: Coblentz respectfully requests  
20 allowance of compensation to Coblentz in the amount of \$1,022,895.38, and allowance of actual  
21 and necessary expenses in the amount of \$14,405.72, for a total allowance of \$1,037,301.10.  
22 Coblentz further respectfully requests authorization for the Debtors to pay the previously held-  
23 back amount \$204,579.08 (20% of the allowed fees), and for such other and further relief as this  
24 Court deems proper.

25 In conjunction with the *Final Fee Application*: Coblentz respectfully requests final  
26 allowance and payment of compensation to Coblentz in the amount of \$2,797,605.27, and final  
27 allowance of actual and necessary expenses in the amount of \$43,093.82, for a total final  
28

1 allowance and payment of \$2,840.699.09,<sup>7</sup> and for such other and further relief as this Court  
2 deems proper.

3 DATED: August 31, 2020

Respectfully submitted,

4 COBLENTZ PATCH DUFFY & BASS LLP

5  
6 By: /s/ Gregg M. Ficks  
7 Gregg M. Ficks  
8 Special Counsel to Debtors  
9 and Debtors in Possession  
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27 <sup>7</sup> Subject to voluntary reduction in the sum of \$52,500.00 as described in, and to the extent  
28 provided in, Section I.C. of this Third Interim and Final Fee Application at page 5, lines 15  
through 27.

**NOTICE PARTIES**

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PG&E Corporation  
c/o Pacific Gas & Electric Company  
77 Beale Street  
San Francisco, CA 94105  
Attn: Janet Loduca, Esq.

Keller & Benvenuti LLP  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Attn: Tobias S. Keller, Esq.  
Jane Kim, Esq.

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0019  
Attn: Stephen Karotkin, Esq.  
Jessica Liou, Esq.  
Matthew Goren, Esq.

The Office of the United States Trustee for Region 17  
450 Golden Gate Avenue, 5th Floor, Suite #05-0153  
San Francisco, CA 94102  
Attn: James L. Snyder, Esq.  
Timothy Laffredi, Esq.

Milbank LLP  
55 Hudson Yards  
New York, NY 10001-2163  
Attn: Dennis F. Dunne, Esq.  
Sam A Kahlil, Esq.

Milbank LLP  
2029 Century Park East, 33rd Floor  
Los Angeles, CA 90067  
Attn: Paul S. Aronzon, Esq.  
Gregory A. Bray, Esq.  
Thomas R. Kreller, Esq.

Baker & Hostetler LLP  
11601 Wilshire Blvd, Suite 1400  
Los Angeles, CA 90025-0509  
Attn: Eric E. Sagerman, Esq.  
Lauren T. Attard, Esq.

Bruce A. Markell  
Fee Examiner  
541 N. Fairbanks Court, Suite 2200  
Chicago, IL 60611-3710

1 Scott H. McNutt  
2 324 Warren Road  
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